

STATE OF DELAWARE



DELAWARE HEALTH AND SOCIAL SERVICES

DIVISION OF MANAGEMENT SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. PSC0816

FOR LABORATORY SERVICES

**DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH
1901 N. DUPONT HIGHWAY
NEW CASTLE, DE 19720**

DEPOSIT **WAIVED**
PERFORMANCE BOND **WAIVED**

DATE DUE **May 16, 2008**
 11:00 A.M. LOCAL TIME

Written questions will be accepted through 4:30pm on April 18, 2008. Answers will be distributed to those submitting questions and will be posted on the website as an addendum to this Request for Proposal. CONTACT DARLENE PLUMMER AT (302) 255-9430 FOR GENERAL INQUIRIES OR VIA EMAIL AT DARLENE.PLUMMER@STATE.DE.US. QUESTIONS CAN ALSO BE FAXED TO (302) 255-4428.

**DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
PROCUREMENT BRANCH
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS
1901 N. DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720**

REQUEST FOR PROPOSAL #PSC0816

Sealed proposals for Laboratory Services for the Division of Substance Abuse and Mental Health 1901 N. DuPont Highway, Herman M Holloway Campus, New Castle, DE 19720, will be received by the Delaware Health and Social Services, Procurement Branch, Main Administration Building, Second Floor, Room #259, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, Delaware 19720, until 11:00 A.M. local time, on May 16, 2008, at which time they will be opened, read and recorded. For further information concerning this RFP, please contact Darlene Plummer (302) 255-9430. Specifications and Administration Procedures may be obtained at the above office, Phone (302) 255-9290.

NOTE TO VENDORS: Your proposal **must be signed** and all information on the signature page completed.

If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with **“NO BID”** stated on the front with your **company’s Name, address and signature.**

IMPORTANT: ALL PROPOSALS MUST HAVE OUR SEVEN-DIGIT PSC# NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

SANDRA SKELLEY
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of Substance Abuse and Mental Health, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement without prior notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

I. ORGANIZATIONAL SYSTEM OVERVIEW

Delaware Health and Social Services (DHSS), created in 1970, is the largest single state agency in Delaware. The Secretary of Health and Social Services directs and integrates the activities of 11 separate divisions/units. All of the state agencies providing institution-based care and community support services to adults with psychiatric disabilities other than Division of Vocational Rehabilitation, the Department of Education and the Department of Correction are under the purview of the Secretary. Divisions included within the Department are: Substance Abuse and Mental Health; Child Support Enforcement; Management Services; Developmental Disabilities Services; Public Health; Services for Aging and Adults with Physical Disabilities; Social Services; State Service Centers; Visually Impaired, Office of the Medical Examiner and Long-Term Care Residents Protection.

Responsibility for Delaware's public mental health services is divided between two cabinet level agencies: Delaware Health and Social Services/Division of Substance Abuse and Mental Health, for persons 18 years old and older, and the Department of Services for Children, Youth and Their Families/Division of Child Mental Health Services, for persons under the age of 18 years. Coordination between the two departments is accomplished through the Governor's Cabinet, direct communication between the Secretaries and Division Directors, and ongoing liaison between staff of the Divisions of Substance Abuse and Mental Health and Child Mental Health Services. There are no city or county funded public human services.

The Division of Substance Abuse and Mental Health (DSAMH, the Division) is responsible the Single State Agency for Mental Health and Substance Abuse services. As such, the Division receives Federal and State dollars for the sole purpose of administering mental health, substance abuse and gambling prevention and treatment services in Delaware.

Central Office. Administration of statewide substance abuse services and mental health services for adults 18 years of age and older is the function of the Central Office. The Central Office has the following responsibilities: implementing Delaware Health and Social Services policy; setting mission, values, and policy within the Division; planning and allocating resources and developing services; managing state and federal inter-governmental relations; managing the delivery system; and managing the flow of consumers with serious mental health illness and substance abuse disorders into long term community support programs. The Central Office includes the following sections: Administrative Services (MIS, Fiscal, Quality Improvement); Planning and Program Development; Human Resource Development and Training; Office of the Director/Deputy Director inclusive of the Office of Consumer Affairs. A Director of Substance Abuse Services oversees the substance abuse and gambling service system for the Division.

Delaware Psychiatric Center. The Delaware Psychiatric Center (DPC) is the single state psychiatric hospital. DPC operates two discrete programs: a 200-bed long-term psychiatric hospital, a 42-bed forensic program, and a 39-bed psychiatric nursing facility.

Crisis Services. These include 24/7 crisis intervention services including mobile intervention, crisis phone intervention, collaboration with police and Hospital emergency room staff in managing crisis interventions, etc. The goal of the mobile crisis approach is to assist in ameliorating a psychiatric crisis.

Substance Abuse Services. The Division operates, directly or through contracts with private agencies, primary prevention and treatment services throughout the state. Treatment services include: Outpatient evaluation and counseling; methadone maintenance; case management services, including intensive multi-disciplinary teams; short and long term residential programs; and residential detoxification services. The Treatment Access Center (TASC), providing targeted services and liaison with the Courts and criminal justice system; and services directed toward problem/compulsive gambling.

Community Support Program Structure For Adults

Over the last thirteen years, DSAMH focused on developing a statewide system of community support programs (CSPs) dedicated to meeting the multiple needs of adults with severe and persistent mental illness. All programs are designed to serve approximately 100 consumers. In many cases, one agency operates more than one community support program. However, each community support program operates with a high degree of resource control and clinical autonomy. Services are delivered via a team approach referred to as *Continuous Treatment Teams (CTT)*. The CTTs are based on the Program of Assertive Community Treatment model. As of January 1, 2002, there were 12 CTT programs operating in the State.

Four *Community Mental Health Clinics*, located in Wilmington, Newark, Dover and Georgetown, provide outpatient mental health treatment services throughout the state. Services include: short-term counseling; psychiatric and supportive counseling; crisis intervention; limited case management; and medication administration and monitoring.

There are three *day programs* operating in Delaware. One program, serving consumers in New Castle County and two programs serving consumers in Kent and Sussex Counties, provide facility-based rehabilitative services in a group format.

Twenty-four hour supervised residences (group homes) are organized as self-contained programs. There are fourteen 24-hour supervised group residences (ten in New Castle County, one in Kent County and three in Sussex County), each ranging in capacity from seven to ten residents. Four of the group homes, referred to as the Meadows program, are located in buildings on a DHSS campus in southern New Castle County. The Meadows program is specifically designed to serve consumers, 55 years of age and older.

II. Introduction and Statement of need

The Division of Substance Abuse and Mental Health (DSAMH) is seeking proposals for Laboratory Services to be provided to each of the service components listed below. DSAMH is currently in process of implementing a Clinical Care Information System (CCIS) which is an electronic health record and patient care system. As part of this system, we are seeking to contract with one or more laboratory services providers to provide services across the various service components and have the CCIS program interface with the laboratory service provider's system to electronically transmit the lab orders and the results to and from that program. The interface requirements are listed under this RFP on our website.

III. Service Components

Community Mental Health Centers:

There are four (4) Community Mental Health Centers that will be utilizing this service. Locations are in Georgetown, Dover, Newark and Wilmington, Delaware. Consumers are currently given lab orders and go to independent labs for tests. Test results are communicated back to the ordering clinic via fax. Anticipated volume is approximately 6,000 tests annually.

Delaware Psychiatric Center

The facility has a phlebotomist on site to collect specimens Monday thru Friday. The selected vendor will need to supply a phlebotomist on Saturdays and to provide coverage for sick and vacation leave to ensure continuation of service. Specimens are currently sent out and test results are communicated via facsimile. The current annualized volume of tests is estimated to be 38,000.

Substance Abuse Programs

A. Treatment Access Center

TASC is the primary liaison between the Division of Substance Abuse and Mental Health and the criminal justice system. TASC assesses, refers to treatment and provides case management services to offenders as they move through both the criminal justice and treatment systems. TASC services are provided statewide to offenders coming through Delaware's Superior Court Drug Courts.

TASC also administers a voluntary drug diversion program for non-violent offenders coming through both the Superior Court and the Court of Common Pleas. This program includes regular court appearances, counseling services and random drug testing.

TASC uses urinalysis results in both programs to maintain credible and timely information on the offender's use or abstinence from specific drugs. TASC believes that

test results that are timely and properly used are essential for working with offenders who, by the nature of their addiction, are impulsive. Unless the results are available within a very short time, the offender may not connect the consequences to the action. A response time of no more than 48 hours, and preferably less, is recommended

The laboratory services provider will be required to provide a complete urine drug-testing program. At a minimum, services must include the following components:

- Custom drug testing profiles
using National Institute on Drug Abuse (NIDA) cut-off levels

CUSTOM DRUG PANELS

Panel 1 (anticipated annual volume 25,000)

Amphetamines
Alcohol (Ethanol)
THC (Marijuana)
Cocaine (Benzoyllecgonine)
Opiates
Barbiturates
Benzodiazepines
Creatinine

Panel 2 (anticipated annual volume 16,000)

Alcohol (Ethanol)
Amphetamines
Barbiturates
Benzodiazepines
Cocaine (Benzoyllecgonine)
Opiates
THC (Marijuana)
Phencyclidine (PCP)
Methadone
Propoxyphene
Creatinine

- All collection supplies
- Customized requisitions
- Easy courier and/or airborne services for handling of specimens (See Attachment for pick-up/delivery sites)
- Transmittal/Delivery of results to TASC facilities/contractors (48-hour response time)
- Comprehensive support services (See Attachment)

The laboratory service provider is required to inspect and process specimens for testing a minimum of five days per week. Once the initial screening is performed, positive results should be confirmed by Thin Layer Chromatography (THC) prior to releasing the initial results. A response time of no more than 48 hours, and preferably less, is required.

TASC facilities/contractors will need to have access to the specimen for further confirmation/testing; therefore any specimens testing positive must be stored at the testing site for a minimum of three months.

Upon client's request, laboratories will be required to perform additional testing to re-confirm any positive result. This should be completed through the Gas Chromatography/Mass Spectrometry (GC/MS) procedure since it can detect low concentrations of the parent drug and or metabolite and distinguish the presence of over-the counter drugs and/or prescription drugs.

All results should be reviewed by a toxicologist and approved for reporting. Until the implementation of CCIS, results may be faxed, mailed or printed via a remote terminal in the TASC facilities/contractors (if by remote terminal, terminal is to be provided by the laboratory). Upon implementation of CCIS, results will be reported via interface as previously described.

TASC facilities/contractors are open and available for pick-up and deliveries during normal business hours: Monday through Friday from 8:00 a.m. to 4:00 p.m. TASC/contractors recognize the following holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.

IV. PROPOSED SCHEDULE OF EVENTS

EVENT	<u>DATE</u>
Publish Request For Proposals	03/31/08
Deadlines for Questions	04/18/08 4:30pm
Answers to Questions distributed	04/25/08 4:30pm
Submission Deadline	On or before 11:00am 05/16/08
Notification of Award (estimate)	05/08
Sign Contract (estimate)	06/08
Service Delivery to begin	07/01/08

V. SELECTION PROCESS

All proposals submitted, by organizations meeting Applicant Organization Eligibility criteria in response to this RFP will be reviewed by a Proposal Review Team. The Proposal Review Team will evaluate and determine if the proposals meet the needs outlined in the RFP. Organizations that have submitted proposals will receive a pass/fail ranking and those receiving a proposal score of passing will be considered qualified to provide the services required by DSAMH. Qualified organizations/proposals will be submitted to the DSAMH Executive Committee and Division Director for final selection. The Division will interview at least one of the qualified firms. The Division may negotiate with one firm without terminating negotiations with another firm and may negotiate with one or more firms during the same period. At any point in the negotiation process, the Division may, at its discretion, terminate negotiations with any or all firms.

VI. PROPOSAL EVALUATION/ RATING

Pass/Fail as to meeting the requirements outlined in the scope of services

VII. INVESTIGATION OF PROPOSER'S QUALIFICATIONS

The State of Delaware may make such investigation as it deems necessary to determine the ability of the proposer to furnish the required services, and the proposer shall furnish to the State such data as the State may request for this purpose. The State reserves the right to evaluate the financial and program capability of the proposer to the State's satisfaction. The State reserves the right to reject any offer if the evidence submitted by, or investigation of, such proposer fails to satisfy the State that the proposer is properly qualified to deliver the services requested.

VIII. PROGRAM STANDARDS/CONTRACT MONITORING

Responses to this Request for Proposals will be reviewed primarily for programmatic merit. A satisfactory review does not and will not constitute an approval of the program as having met program standards as required by the Division.

The contractor will be monitored on-site on a regular basis. This monitoring will be based upon the contract and the contractor's proposal. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

IX. GENERAL CONDITIONS

- A. The proposer must satisfy RFP requirements in the manner described in its proposal as approved by DSAMH. The proposer is required to carry out this project in the manner described in the approved proposal and in accordance with any conditions of the contract. A copy of the Department of Health and Social Services boiler plate contract is included as Attachment 3 to this document. The contract may be suspended or terminated, and future eligibility for services contracts may be lost, should the proposer fail to carry out this project as described in the approved proposal and in the resulting contract.
- B. Proposers must meet the minimum requirements set forth in this RFP. They may choose to offer enhancements which go beyond these requirements. Such enhancements may be considered in the overall evaluation of the proposal, but DSAMH/DHSS may reject enhancements/exceptions which do not conform to state bid law and/or create inequality in the treatment of proposers.
- C. The proposer may subcontract for services but must have prior approval from DSAMH on all subcontracts. Any contract with the prime contractor will bind sub- or co-contractors to the prime contractor by the terms, specifications, and standards of this RFP and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Division under the RFP, and any with respect to the services to be performed by the sub- or co-contractor, so that the sub- or co-contractor will not prejudice such rights. Nothing in this RFP shall create any contractual relation between any sub- or co-contractor and the Division.
- D. The proposer must protect the confidentiality of client information. The proposer must have and follow procedures for protecting client information. If applicable, procedures for protecting client information must meet the standards prescribed by the Confidentiality of Alcoholism and Drug Abuse Patient Records, 42 U.S.C. 290 dd-3 and U.S.C. 290 ee-3.
- E. The proposer must maintain such records and record systems as are necessary to document and monitor services per DSAMH requirements. The proposer's records must document services provided directly to clients

as well as services provided on behalf of clients. Services to clients must be documented in a manner that facilitates the verification of service provision adequate to withstand an audit of claims submitted to the Division.

- F. The proposer shall assume the responsibility for providing adequate liability insurance for all service provider personnel (including volunteers or other non-paid personnel), Board of Directors, and/or advisory bodies.
- G. The proposer must:
 - make reasonable effort to take into account the clientele and the community composition in its personnel hiring and promotion practices;
 - make a demonstrative effort, as appropriate, to promote the hiring of minorities and women, and
 - encourage minority and client participation on Advisory Councils and the Board of Directors.
- H. Where a substantial number of the individuals in the population served by the program are of limited English-speaking ability, the proposer must:
 - identify an individual who is fluent both in that language and English and whose responsibilities shall include providing guidance to the individuals of limited English-speaking ability and to appropriate staff members with respect to cultural differences.
- I. Accurate property records, inventory control and maintenance for equipment and for all other non-expendable personal property acquired under this program must be maintained. Property records must provide a description of the property, identification number, date of acquisition, cost, present location and/or disposition of property. A physical inventory of non-expendable personal property must be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization and continued need for the property. A control system must be in effect to ensure adequate safeguards to prevent property loss. Damage or theft must be investigated and fully documented.
- J. Obligation of Contract Funds - Funds authorized for use under the contract may only be obligated within the budget period for which they are awarded. Obligor documents such as a contract and purchase order must be issued on or before the expiration date of the budget period or the funds will no longer be available for use by the contractor. Any contract(s) developed will be for a one-year period. However, the contract(s) will be eligible for annual contract renewals for at least two additional years pending agreement by both parties, satisfactory contractor performance, and funding availability. The Division reserves the right not to renew any contract and, according to the terms of the contract, to terminate any contract.

- K. Contract monitoring/corporate audits - A fiscal and programmatic monitoring of the contract may be conducted by the State Agency, usually once a year. Fiscal monitoring shall be conducted in accordance with generally accepted auditing standards. Any Division-initiated contract monitoring, shall neither obviate the need for, nor restrict the contractor from, conducting required annual corporate audits. Annual corporate audits must be conducted in accordance with generally accepted accounting principles and, if applicable, comply with the requirements of the Federal Office of Management and Budget (OMB) Circular A-133.
- L. Data - The contractor must furnish contract-related data in accordance with the requirements of DSAMH's management information system (MIS).
- M. Notwithstanding anything to the contrary, the Division and Department reserve the right to:
- Select for contract or for negotiations a proposal other than that with the lowest cost;
 - Reject any and all proposals received in response to this RFP;
 - Waive or modify any information, irregularity, or inconsistency in proposals received;
 - Request modification to proposals from any or all proposers during the review and negotiation period;
 - Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time;
 - If negotiations fail to result in an agreement within two (2) weeks, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Division and Department may deem appropriate.
 - Require proposers to secure a Delaware Business License.
 - To contract with more than one provider.

X. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

- A. Number of Copies Required - Two (2) signed originals and ten (10) copies of the proposal, and 2 electronic copies (cds) and the certification sheets shall be sent to:

Ms. Sandra Skelley, CPPO
Department of Health and Social Services
Division of Management Services, Procurement Branch
Herman M. Holloway Sr. Health and Social Services Campus
1901 North DuPont Highway
Administration Bldg., 2nd Floor, Rm. 259
New Castle, DE 19720

THE ORIGINAL (S) (REQUIRED SIGNATURE PAGES IN INK) MUST BE CLEARLY IDENTIFIED BY THE WORDS "ORIGINAL COPY" ON THE OUTSIDE COVER.

The proposals must clearly indicate that they are in response to RFP number **PSC – 0816**.

- B. Closing Date - All responses to this RFP must be received on or before 11:00 A.M. (local time), on May 16, 2008. Delivery is the sole responsibility of the proposer. Proposals are to be delivered or sent to the agency contact at the address specified above. Proposals submitted by mail shall be sent by either certified or registered mail. No late proposals will be accepted. No individual exception to this deadline will be granted even if State of Delaware Offices are closed due to inclement weather. Any proposal received after the specified date and time shall not be considered and shall be returned unopened. The proposing firm bears the risk of delays in delivery. The Division reserves the right to extend the time and place for the opening of bids/proposals from that described above, of not less than five calendar days. Notice by certified mail to those Proposers who obtained copies of the RFP document.
- C. Notification of Award - Notification of the award will be made in writing to all proposers during May, 2008..
- D. Questions – All questions concerning this request for proposals must be directed to Ms. Darlene Plummer, at (302)-255-9430 or at Darlene.Plummer@state.de.us From the issue date of this RFP until a determination is made regarding the selection of a proposal, all contacts with personnel of the Division of Substance Abuse and Mental Health and other agencies in the Department of Health and Social Services must be cleared through the agency contact.

- E. Proposals Become State Property - All proposals become the property of the State of Delaware, and will not be returned to the proposer. All proposers should be aware that government solicitations and the responses thereto are in the public domain. Parts of the proposal, which the proposer considers to be proprietary, should be clearly marked as such. Such requests will be evaluated under the provisions of 29 Del. C. Chapter 100, but shall not be binding on the Department to prevent disclosure of such information. Final discretion on releasing materials rests with DHSS.
- F. Proposal and Final Contract - The contents of each proposal will be considered binding on the proposer and subject to subsequent contract confirmation if selected. The content of the successful proposal and the RFP will be incorporated into any resulting final contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date.
- If the proposer is unwilling to comply with any of the requirements, terms, or conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.
- G. Amendments to Proposals - Amendments to proposals will not be accepted after the receipt deadline for proposals is passed, unless requested by the Division in writing. The State reserves the right at any time to request clarifications and/or further technical information from any or all proposers submitting proposals.
- H. Pre-Contract Costs - All pre-contract activities or costs incurred by proposers in the preparation of their proposals, or during any negotiations on proposals or proposed contracts, or for any work performed in connection therewith, shall be borne by the proposer.
- I. Contractor's Equipment - The State of Delaware will not be responsible for the contractor's equipment due to loss, theft, or destruction.
- J. Funding Disclaimer Clause - The Department reserves the right to reject or accept any bid or portions thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement without prior notice in the event that the state determines that state or federal funds are no longer available to continue the contract.
- K. Contract Termination Clause - The Department may terminate the contract resulting from this request at any time that the contractor fails to carry out the provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The Department shall provide the contractor with thirty (30) days notice of conditions endangering performance. If after such notice the contractor fails to remedy the conditions contained in the notice, the Department shall issue the contractor an order to stop work immediately and to deliver all work and all work in progress to the state. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

Upon receipt of no less than thirty (30) days written notice, OR in accordance with contract provisions, the contract may be terminated on a date prior to the end of the contract period without penalty to either party.

- L. Fees – It is a State policy that clients should pay all or part of the costs of Services received if they are financially able to do so. The contractor would be expected to continue this policy.
- M. Debriefing - If a proposing firm wishes to request a debriefing for technical assistance purposes, the proposing firm shall submit a formal letter to the Contracts Manager, Division of Substance Abuse and Mental Health, First Floor, Main Administration Building,, 1901 N. DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, DE 19720, within 10 days after receipt of a letter informing the proposing firm of the outcome of the review and evaluation process. This letter shall specify reason(s) for the request.

XI. PROPOSAL ORGANIZATION

The Proposal submitted in response to this request must conform to the format described in these instructions. The application should contain a cover letter that includes names and titles of key personnel to contact for additional application information. The cover letter will be considered an integral part of the proposal.

Each proposer is required to submit the Technical Proposal and Business Proposal as separate sections. The Business Proposal should address the cost of performing the work described in the Technical Proposal. The proposer shall not make any reference to costs in the Technical Proposal

XII. REQUIRED SIGNATURE FORMS

- A. Bidders Signature Form (Form H)
- B. Contractor Representation, Certification and Acknowledgement Form (Form C)
- C. Statement of Compliance Form (Form G)
- D. OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM (Form I)

XIII. TECHNICAL PROPOSAL REQUIREMENTS

- A. **Program Abstract** – Describe the corporate or program readiness to implement the program including the resources, infrastructure and experienced staff that are in place or will be put in place to support implementation. .
- B. **Scope of Services:** This section must describe in detail how the program will meet all requirements outlined in this RFP including the CCIS Program Interface requirements.

[The fact sheet (Form B) must be completed and submitted with the program proposal.]

C. References

Each proposer must supply the names of a minimum of three (3) references familiar with the background and qualifications of the proposers and its ability to implement the proposed program. Addresses and phone numbers of the references must be included, as well as a description of the capacity in which the reference knows the proposer.

Notification to Bidders

"Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these as additional references and will contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored into the final scoring of the bid. Failure to list any contract as required by this paragraph will be grounds for immediate rejection of the bid."

D. Urine Screen Pick Up Sites

Provide a detailed description of the courier services that will be utilized to obtain the urine screens for testing. The locations are as follows:

NEW CASTLE COUNTY

**Treatment Access Center
801 South Harrison Street
Wilmington, DE 19805
302-577-2711**

**Brandywine Counseling
ALPHA
2814 West 2nd Street
Wilmington, DE 19805
302-472-0381**

**Brandywine Counseling
Newark Center
Brookhill Drive
Newark, DE 19702
302-454-3020**

**Connections, CSP, Inc.
Suites 3304 & 3305
Kirkwood Highway & Polly Drummond Road
Newark, DE 19711
302-454-7520**

**Connections, CSP, Inc.
22 North Broad Street
Middletown, DE 19709
302-449-1272**

**SODAT-Delaware, Inc.
625 North Orange Street
Wilmington, DE 19801
302-656-4044**

KENT COUNTY

**Treatment Access Center
805 River Road, 3rd Floor
Dover, DE 19903
302-739-1175**

**Connections, CSP, Inc.
2 & 4 Forrest Avenue
Dover, DE 19904
Kent Counseling Services
1241 College Park Drive
Dover, DE 19904
302-735-7790**

SUSSEX COUNTY

**Treatment Access Center
21309 Berlin Road, Unit 7
Georgetown, DE 19947
302-856-5487**

**Thresholds, Inc.
526 D. North DuPont Highway
Georgetown, DE 19947
302-856-1835**

XIV. Business Proposal Requirements

The Business Proposals and all budget information must be presented separate from the Technical Proposal.

Proposer will include a detailed pricing schedule for laboratory tests (list of most frequently used tests below) and a separate pricing schedule for the urine screen panels.

CBC WITH DIFFERENTIAL (14)	ACTH, PLASMA	CALCIUM, SERUM
COMP. METABOLIC PANEL (14)	ALBUMIN, SERUM	CBC/DIFFERENTIAL (NO PLATELET)
HEPATIC FUNCTION PANEL (7)	AMMONIA, PLASMA	CBC, PLATELET; NO DIFFERENTIAL
LIPID PANEL	CORTISOL	CD4/CD8 RATIO PROFILE
VALPROIC ACID (DEPAKOTE), S	ELECTROLYTE PANEL	CEA
THYROID PANEL WITH TSH	FERRITIN, SERUM	CELIAC DISEASE II
VENIPUNCTURE	FSH AND LH	CELL COUNT, CSF
URINALYSIS, ROUTINE	GGT	CHLAMYDIA/GC, DNA PROBE
MAGNESIUM, SERUM	HALOPERIDOL (HALDOL), SERUM	CHLAMYDIA/GC, DNA PROBE W/RFLX
BASIC METABOLIC PANEL (8)	HCG, BETA SUBUNIT, QNT, SERUM	CHLORIDE, URINE
LITHIUM (ESKALITH), SERUM	LDL CHOLESTEROL (DIRECT)	CK, TOTAL+ISOENZYMES, SERUM
STAT	OSMOLALITY, URINE	CLONAZEPAM (KLONOPIN), SERUM
HEMOGLOBIN A1C	OXCARBAPINE (TRILEPTAL), S	CORTISOL - PM
RPR, RFX QN RPR/CONFIRM TP-PA	PLATELET COUNT	CREATINE KINASE (CK), MB
PT AND PTT	PTH, INTACT	CREATINE KINASE (CK), MB/TOTAL
THYROID CASCADE PROFILE	RNA, REAL TIME PCR (GRAPH)	CREATININE, SERUM
RETICULOCYTE COUNT	RPR	CREATININE, URINE
TRAVEL	SODIUM, URINE	DIGOXIN, SERUM
CALCIUM, IONIZED, SERUM	T + B-LYMPHOCYTE DIFFERENTIAL	EOSINOPHIL, URINE
CLOZAPINE (CLOZARIL), SERUM	THYROID PEROXIDASE (TPO) AB	FLUOXETINE (PROZAC), SERUM
PHENYTOIN (DILANTIN), SERUM	THYROID STIMULATING IMMUNOGLOB	FLUPHENAZINE (PROLIXIN), SERUM
URINE CULTURE, ROUTINE	THYROXINE (T4)	FUNGUS (MYCOLOGY) CULTURE
DRUG SCRIN, TREATMENT CENTER	THYROXINE (T4) FREE, DIRECT, S	GABAPENTIN (NEURONTIN), SERUM
HCG, BETA SUBUNIT, QUAL, SERUM	THYROXINE (T4) FREE, DIRECT, S	GENITAL CULTURE, ROUTINE
PROTHROMBIN TIME (PT)	TRIODOTHYRONINE (T3)	GLOM FILT RATE, ESTIMATED
TSH	T3 UPTAKE	GLUCOSE, CEREBROSPINAL FLUID
VITAMIN B12 AND FOLATE	ACETAMINOPHEN (TYLENOL), S	GLUCOSE, PLASMA
C DIFFICILE TOXINS A+B, EIA	AEROBIC BACTERIAL CULTURE	GLUCOSE, SERUM
LIPID PANEL AND CHOL/HDL RATIO	AFB CULT/SMEAR, BROTH, SUSCEP	H PYLORI, IGM, IGG, IGA AB
PROSTATE-SPECIFIC AG, SERUM	ALDOLASE	H. PYLORI IGG, ABS
CARBAMAZEPINE (TEGRETOL), S	ALT (SGPT)	HAPTOGLOBIN
CBC, NO DIFFERENTIAL/PLATELET	AMYLASE, SERUM	HBSAG SCREEN
CHLAMYDIA/GC AMPLIFICATION	ANGIOTENSIN-CONVERTING ENZYME	HCV AB W/RFLX TO RIBA
CREATINE KINASE, TOTAL, SERUM	ANTI-DSDNA ANTIBODIES	HCV ANTIBODY
HDL CHOLESTEROL	ANTINUCLEAR ANTIBODIES DIRECT	HCV RNA BY PCR, QN RFX GENO
HEP B SURFACE AB	ANTITHYROGLOBULIN AB	HEAVY METALS PROFILE, URINE
HEPATITIS PANEL (4)	AST (SGOT)	HELPER T-LYMPH-CD4
IRON AND TIBC	BASIC METABOLIC PANEL (7)	HEMATOLOGY REVIEW
LIPID PANEL WITH LDL/HDL RATIO	BETA STREP GP A CULTURE	HEP A AB, IGM
MIC ORGANISM #1	BLOOD CULTURE, ROUTINE	HEP A AB, TOTAL
PHENOBARBITAL, SERUM	BUN	HEPATIC FUNCTION PANEL (6)
THYROID PANEL	C-REACTIVE PROTEIN, CARDIAC	

HEPATITIS C GENOTYPE
 HEPATITIS C VIRUS AB, RIBA 3.0
 HIV GENOSURE
 HOUSE CALL
 INTACT PTH (INCLUDES CALCIUM)
 LAMOTRIGINE (LAMICTAL), SERUM
 LEAD, BLOOD (ADULT)
 LEVETIRACETAM (KEPPRA), S
 LIPASE, SERUM
 LOWER RESPIRATORY CULTURE
 LYME IGG/IGM AB
 LYME, IGM, EARLY TEST/REFLEX
 LYME, TOTAL AB TEST/REFLEX
 MIC ORGANISM #2
 MIC ORGANISM #3
 MICROALB/CREAT RATIO, RANDM UR
 MICROALBUMIN, RANDOM URINE
 MONONUCLEOSIS TEST, QUAL
 MRSA CULTURE/SUSCEPTIBILITY
 NGI HBV SUPERQUANT
 NICOTINE METABOLITE, URINE
 NORTRIPTYLINE (AVENTYL), SERUM
 OSMOLALITY, SERUM
 OVA + PARASITE EXAM
 PANEL 005465
 PANEL 083824
 PAP LB (LIQUID-BASED)
 PAP LB, RFX HPV ASCU
 PAP SMEAR, 1 SLIDE
 PHOSPHORUS, SERUM
 PHYSICIAN READ PAP
 POTASSIUM, SERUM
 POTASSIUM, URINE
 PREALBUMIN
 PREGNANCY TEST, URINE
 PRIMIDONE (MYSOLINE), SERUM
 PROLACTIN
 PROTEIN ELEC + INTERP, SERUM
 PROTEIN ELECTRO.,S
 PROTEIN, TOTAL, CSF
 PROTEIN, TOTAL, SERUM
 RENAL PANEL (10)

NUMBER AND NAME

RHEUMATOID ARTHRITIS FACTOR
 RISPERIDONE (RISPERDAL), SERUM
 RNA, PCR (NONGRAPH) RFX/GENO
 RNA, PCR, QUANT
 RNA, REAL TIME PCR (NON-GRAPH)
 RPR QN+TP-PA
 SEDIMENTATION RATE-WESTERGREN
 SENSITIVITY ORGANISM #1
 SENSITIVITY ORGANISM #2
 SODIUM, URINE
 SPEC-STAIN;GRP II-ALL-OTH 1ST
 STOOL CULTURE
 T PALLIDUM AB (FTA-AB)
 T PALLIDUM ANTIBODIES (TP-PA)
 TESTOSTERONE, SERUM
 THYROID PEROXIDASE (TPO) AB
 THYROXINE (T4) FREE, DIRECT, S
 TOXOPLASMA GONDII AB, IGG, QN
 TROPONIN I
 T3FREE
 ULTRA SENSITIVE RNA QN
 UPPER RESPIRATORY CULTURE
 URIC ACID, SERUM
 VDRL, CSF
 VITAMIN D, 25-HYDROXY
 WHITE BLOOD CELLS (WBC), STOOL
 ZINC, PLASMA OR SERUM
 ZONISAMIDE(ZONEGRAN), SERUM
 88305 PROF COMP-1ST SITE
 88305 SURG PATH-1ST SITE
 88305 TECH COMP-1ST SITE

FORM B

Fact Sheet

1. Corporate Name
2. Mailing Address
_____ Zip Code
3. Business Address if different from mailing address
4. Telephone
(Area Code)
5. Director's Name _____ Telephone
6. Name of contact person if other than Director
7. List of names of those with authority to sign contracts
(name/title/phone)
8. Date of Incorporation
9. If the agency operates from more than one location, please provide the address
and phone numbers of the other locations:
10. Delaware Business License No.
11. Federal Employer Identification No.
12. Copy of Corporate Organization Structure (attach)
13. Roster of Corporate Officers (attach)

FORM C

**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for Profit Corporation, incorporated under the laws of the State of Del.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Date

Signature & Title of Official Representative

Type Name of Official Representative

STATEMENT OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that:

_____ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware Laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature _____

Title _____

Date: _____



*Delaware Health
And Social Services*

DIVISION OF MANAGEMENT SERVICES

BIDDERS SIGNATURE FORM

NAME OF BIDDER _____

SIGNATURE OF AUTHORIZED PERSON _____

TYPE IN NAME OF AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME, AND NUMBER _____

CITY, STATE, AND ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE: _____

BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NO: _____

F.O.B.: _____

TERMS: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY DELAWARE HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE, AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT STATES AND THE STATE OF DELAWARE RELATING THE PATROLLER GOODS OR SERVICES PURCHASES OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES PURSUANT TO THIS CONTRACT.



FORM I

OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE
SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying

Agency _____

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-1965

CONTRACT

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability	\$1,000,000
and b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department.

Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its

discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's

option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

Name

Title

Date

For the Department:

Vincent P. Meconi
Secretary

Date

For the Division:

Director

Date